

Contract no. 596

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUL 13 1989

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN THE

HANOVER TOWNSHIP BOARD OF EDUCATION

AND THE

HANOVER TOWNSHIP ADMINISTRATORS ASSOCIATION

JULY 1, 1989 - JUNE 30, 1992

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ARTICLE 1
MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Hanover Township Board of Education hereafter known as the Board recognizes the Hanover Township Administrators Association hereinafter known as "the Association," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following certified employees:

Principals
Vice Principals
Supervisors

*References to males in this document shall include females.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel.

Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

B. Negotiating Team Authority

The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

C. Maintaining Terms and Conditions of Employment:

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment are applicable during the term of this Agreement.

D. Modification -- Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by written notice to the following addresses:

1. If by the Association, to "Hanover Township Board of Education, 125 Ridgedale Avenue, Cedar Knolls, New Jersey 07927
2. If by Board, to "Hanover Township Administrators Association", Memorial Junior School, Highland Avenue, Whippany, New Jersey 07981.

This Agreement shall be effective as of July 1, 1989, and shall continue in effect until June 30, 1992, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. Grievance. A grievance is an appeal of a specific:
 - a. Interpretation, application or violation of Board policy.
 - b. Interpretation, application or violation of an Agreement provision.
 - c. Administrative decision.

B. Conditions

1. The grievance procedure must be initiated within twenty (20) school days of the occurrence of the incident.
2. Time limits specified herein shall be strictly adhered to by both parties.
3. Failure to appeal to the next level within the time specified shall bar further appeal with respect to the particular grievance then under consideration. Failure to respond to the aggrieved party within the specified time shall constitute the right of appeal to the next level.
4. All deadlines provided in these procedures may be extended only by mutual written agreement of the Board and the Association.
5. In the event that a grievance is filed at such time that it cannot be processed through all steps in the grievance procedure by the end of the school year it is agreed by the Board and the Association that both parties will work in good faith to resolve the matter expeditiously, by reducing the time factors involved.
6. Either party may be represented by a representative of his own choosing. A representative of the Association shall be present at all levels of the grievance, and shall have the right to state the Association's views.
7. The term "grievance" shall not apply to any matter for which:
 - a. A method of review is prescribed by law or State Board ruling; or wherein
 - b. The Board of Education is without authority to act; or wherein
 - c. A complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.
8. The Association and the representative of the grievant shall, upon demand, be provided with copies of all applicable grievance forms and decisions undertaken in the course of the grievance, at the cost of reproduction.

C. Procedure

1. Level 1.

An aggrieved party shall submit the grievance on Grievance Form 1 to the Superintendent, within twenty (20) days of the incident. Within five (5) days the Superintendent or his representative, shall submit his written response to the aggrieved party.

2. Level 2.

If the aggrieved party is dissatisfied with the decision of the Superintendent, he must, within five (5) school days, file Grievance Appeal Form 3 with the Secretary of the Board of Education. The Board of Education shall afford the aggrieved party an opportunity to present the grievance to the Board at a conference meeting within twenty (20) school days of the filing of the grievance with the Board Secretary. The Board shall render a decision in writing to the aggrieved party, with copies to the Association, Superintendent within five (5) school days after the hearing.

D. Arbitration Procedure

1. If the aggrieved party is dissatisfied with a decision, the Association shall decide whether or not to pursue the grievance on the aggrieved party's behalf and shall file for arbitration with the Public Employment Relations Commission (PERC) and simultaneously notify the Secretary of the Board of Education to that effect within fifteen (15) school days of receipt of the Board of Education's decision. No hearing shall be held sooner than (10) school days after the Board has received notification. Both parties to this Agreement agree to advisory arbitration for grievances arising under Sections A (1) (a) and (c). Costs are to be shared equally by the Board and the Association.
2. Grievances arising under Section A(1) (b) shall be subject to final and binding arbitration in accordance with the procedure outlined in paragraph (1) above. The jurisdiction and authority of the arbitrator shall be confined exclusively to the terms of this Agreement. He shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or impose on either party hereto a limitation or obligation not explicitly provided in this Agreement. Costs are to be shared equally by the Board and the Association.

GRIEVANCE APPEAL FORM (LEVEL 1)

1. a) Name of aggrieved party: _____
 b) Building Assignment: _____
 c) Date of Submission: _____
 d) Name of Association Representative: _____
2. State precisely the policy, agreement provision or administrative decision which is the subject of your appeal.
3. State in detail the reason for your dissatisfaction with the interpretation, application or violation of policy, agreement provision or administrative decision which you are appealing.
(Note: State date and time of incident)
4. State what you consider to be a fair and equitable disposition.

GRIEVANCE APPEAL FORM (LEVEL 2)

1. a) Name of aggrieved party: _____
b) Building Assignment: _____
c) Date of Submission: _____
2. Attach to this form a copy of your original Grievance Appeal at Level 1 and a copy of the Superintendent's decision.
3. State in detail your reasons for your dissatisfaction with the decision of the Superintendent.

Signature of Aggrieved Party

GRIEVANCE APPEAL FORM (LEVEL 3)

1. a) Name of aggrieved party: _____
 b) Building Assignment: _____
 c) Date of Submission: _____
 d) Name of Association Representative: _____
2. Attach to this form a copy of your original Grievance Appeal at Level 2 and a copy of the Superintendent's decision.
3. State in detail your reasons for your dissatisfaction with the decision of the Superintendent.

Signature of Aggrieved Part

ARTICLE IV

EVALUATION

A. Right to Full Knowledge

1. The Board of Education and Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.
2. The administrator shall have the right to review his personnel file and nothing derogatory shall be a part of the file unless he is aware of it and has an opportunity to submit his written reaction. (Exceptions: Information received prior to employment.)

B. Frequency of Review

1. The Superintendent shall establish supervisory procedures that will guarantee a minimum of two written evaluations per year for each nontenured employee. The first written evaluation shall be no later than December 1st. The second written evaluation shall be not later than April 30th. The process shall be in accordance with provisions of N.J.A.C. 6:3-1.19.
2. Tenured employees shall receive notification of their performance by December 1st. They shall receive a detailed written evaluation at least once prior to April 30th.

C. Evaluation Procedures

1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's signature and the immediate supervisor's signature. Further, each employee shall receive a copy of each written evaluation.

2. Right of Employee to Respond

A conference may be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:3-1.21. At such time, the employee is entitled to have a response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal

Each nontenured supervisory employee shall receive written notice, prior to (April 30) of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

HANOVER TOWNSHIP PUBLIC SCHOOLS

ADMINISTRATIVE EVALUATION REPORT

Name _____ Date _____

Position _____

1. Instructional Leadership (Establishes clear, meaningful goals and objectives; promotes high expectations of students and staff; creates a positive, productive work environment; initiates planning toward continued instructional improvement)

Unsatisfactory	Minimal	Satisfactory	Very Good	Superior
0	4	8	12	16
_____	_____	_____	_____	_____

2. Staff Supervision and Evaluation (Assesses staff performance accurately; meets legal and contractual requirements; motivates staff toward improved performance; differentiates procedures based on levels of staff performance)

Unsatisfactory	Minimal	Satisfactory	Very Good	Superior
0	3	6	9	12
_____	_____	_____	_____	_____

3. Curriculum Coordination (Facilitates program development and improvement; provides resources, materials and supplies to achieve program objectives; monitors effectiveness of instructional program)

Unsatisfactory	Minimal	Satisfactory	Very Good	Superior
0	2.5	5	7.5	10
_____	_____	_____	_____	_____

4. School-Community Relations (Responsive to concerns of parents; communicates openly and frequently; promotes parental/community involvement; draws upon community resources)

Unsatisfactory 0	Minimal 2	Satisfactory 4	Very Good 6	Superior 8
_____	_____	_____	_____	_____

5. Communication Skills (Responds effectively to concerns, views of community and staff; maintains open two-way communication; speaks, writes clearly and effectively; is an effective listener)

Unsatisfactory 0	Minimal 1.5	Satisfactory 3	Very Good 4.5	Superior 6
_____	_____	_____	_____	_____

6. Problem-Solving Skills (Seeks out relevant data and information; analyzes information; determines key ingredients of a problem situation; sets appropriate course of action; monitors tentative solution)

Unsatisfactory 0	Minimal 1.5	Satisfactory 3	Very Good 4.5	Superior 6
_____	_____	_____	_____	_____

7. Long- and Short-Range Planning (Prepares in advance to accomplish position responsibilities; sets specific and realistic performance goals in concert with the district's goals and objectives)

Unsatisfactory 0	Minimal 1.5	Satisfactory 3	Very Good 4.5	Superior 6
_____	_____	_____	_____	_____

8. Staff Relations (Stimulates high morale; is readily available to staff members; is sensitive to needs of staff members; demonstrates fairness and consistency)

Unsatisfactory 0	Minimal 1.5	Satisfactory 3	Very Good 4.5	Superior 6
_____	_____	_____	_____	_____

9. Responsiveness to Supervisory Suggestions (Considers and follows-through on recommendations; initiates action to implement suggestions; openly discusses conflicting points of view)

Unsatisfactory 0	Minimal 1.5	Satisfactory 3	Very Good 4.5	Superior 6
_____	_____	_____	_____	_____

10. Professional Knowledge and Understanding (Keeps current on educational trends; understands advantages/disadvantages of new ideas; plans change to reflect appropriate up-to-date designs and developments)

Unsatisfactory 0	Minimal 1	Satisfactory 2	Very Good 3	Superior 4
_____	_____	_____	_____	_____

11. Professional Growth (Shows interest in on-going professional development; participates in advanced training, conferences, workshops; allocates time to professional development activities)

Unsatisfactory 0	Minimal 1	Satisfactory 2	Very Good 3	Superior 4
_____	_____	_____	_____	_____

12. Budget Development and Management (Makes realistic estimates of financial needs; adheres to district procedures governing expenditure of funds; manages budget efficiently/effectively; keeps appropriate financial records)

Unsatisfactory	Minimal	Satisfactory	Very Good	Superior
0	1	2	3	4
_____	_____	_____	_____	_____

- 13A. Facilities Management - Principals only (Contributes to upkeep of buildings and grounds; recommends repairs and improvements to facilities; involves other appropriate staff in use/care of facilities)

Unsatisfactory	Minimal	Satisfactory	Very Good	Superior
0	1	2	3	4
_____	_____	_____	_____	_____

- 13B. _____ - District Supervisors only (. . .)
(to be determined)

Unsatisfactory	Minimal	Satisfactory	Very Good	Superior
0	1	2	3	4
_____	_____	_____	_____	_____

14. Attention to Detail and Routine (Manages times effectively; submits reports and requests in a timely and accurate fashion; maintains confidentiality; keeps accurate records)

Unsatisfactory	Minimal	Satisfactory	Very Good	Superior
0	1	2	3	4
_____	_____	_____	_____	_____

15. Personal Characteristics (Demonstrates friendliness, support, consideration; emphasizes teamwork and cooperation; is task/goal oriented; is vigilant and energetic; provides a model of professional appearance and behavior)

Unsatisfactory 0	Minimal 1	Satisfactory 2	Very Good 3	Superior 4
_____	_____	_____	_____	_____

Summary Evaluation:

Unsatisfactory 0 - 24	Minimal 25 - 49	Satisfactory 50 - 74	Very Good 75 - 89	Superior 90 - 100
_____	_____	_____	_____	_____

Summary Comments:

Remarks by person being evaluated:

Evaluator Salvatore A. Sansone, Ed.D., Superintendent

Date _____

Received by Administrator Evaluated

Date _____

ARTICLE V
LEAVES OF ABSENCES

A. Sick Leave

1. Accumulative

All full-time employees shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Compensation for Unused Sick Days

For Administrators who are eligible for retirement, and who provide the Board with written notification of intention to retire by July 1st of the year prior to retirement, with at least 120 days notice, the following formula of compensation shall apply.

- a. From the date of retirement, twenty (20) days shall be deducted from the accumulated sick leave.
- b. The remaining accumulated sick leave shall be compensated at the rate of \$40.00 per day, within thirty (30) days of the effective date of retirement.
- c. This lump sum compensation shall not be considered a part of contracted salary for retirement purposes.
- d. Death benefit clause: Accrued sick leave benefits shall be paid to the surviving spouse. In the absence of a living spouse payment shall be made to the estate of the deceased.

B. Personal Leaves of Absence

All full-time supervisory employees shall be entitled to the following leaves of absence with pay during the school year.

1. Death in Family

In the event of death in the immediate family, an allowance of up to (five (5)) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law or any member of the employee's immediate household. This leave may be extended by use of personal leave provided for in Section B.2. of this Article.

2. Personal

- a. Absence of five days per year may be granted with the approval of the Superintendent to an employee without reduction in pay for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year.

LEAVES OF ABSENCE (CON'T)

- b. For each day leave is taken in excess of the amount specified in the first paragraph, 1/240 part of the employee's annual salary may be deducted, at the discretion of the Superintendent.
- c. All requests for personal leave with pay shall be submitted to the Superintendent in advance if possible.
- d. For proper payroll accounting, audit, and employee protection, every absence granted under Article 5 B.2 Personal Leave must be accounted for in writing and reported to the Superintendent.

ARTICLE VI

VACATION

The Board of Education and the Association agree that it is the responsibility of the administrator to structure his time and organization to insure that all duties are performed and obligations met. This concept recognizes the professional nature of the administrative position.

A. Time Allotted

Administrators serving less than one (1) full school year shall earn vacation time at the rate of one and one-half (1-1/2) working days per month for each full month for service in each school year.

Annual vacations for association members shall ordinarily be taken during the months of July and/or August. Vacations not taken during this time may be scheduled during the contract year with the approval of the Superintendent.

All administrators covered by this agreement shall be entitled to 22 vacation days annually.

Administrators may avail themselves of all holidays and recess periods, provided such does not interfere with their responsibilities and providing administrators are available at the discretion of the Superintendent.

B. Banking Time

A member may bank a maximum of (10) days of accrued vacation time and may use it during the next contract year with the approval of the Superintendent.

D. Separation of Service

1. A member who dies before his contract period is completed shall have payment for his accrued vacation days given to his estate.
2. A member who resigns or retires during the contract year shall receive cash payment for his accrued vacation days at the rate of 1/240 of his current salary.

ARTICLE VII

INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection, including hospitalization, medical-surgical and major-medical, designated below.
1. The Board shall pay, upon application of the employee, the full premium for single person coverage for each employee.
 2. The Board shall pay, upon application of the employee, the full premium for coverage of eligible dependents of the employee.
 3. Provisions of the health care insurance program shall be detailed in master policies and contracts.
 4. The Health insurance for the basic hospitalization and medical coverage and the major-medical coverage shall be such plan as the Board shall designate, provided that the extent of coverage of such plan shall be equivalent to that provided by the New Jersey Public and School Employees Health Benefits Plan as of June 30, 1987. The Board of Education shall insure continuous coverage in any and all instances of change of carrier. The Association shall have the opportunity to meet with the carrier(s) for informational purposes only prior to the change of carrier.
 5. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made prospectively to assure uninterrupted participation and coverage.
- B. The insurer shall provide for continuance of health care insurance at the retiree's expense after retirement on the terms detailed in the master policies and contracts. Payment for this coverage shall be made by the retiree to the insurance carrier to insure no loss of benefits, and to maintain retiree group rate coverage.
- C. The Board shall provide to each employee upon request copies of the health care insurance policies covered under this Article.
- D. The Board shall provide dental care coverage for the 1989-90, 1990-91 and 1991-92 school years equivalent to that provided to the HTEA.

ARTICLE VIII

SALARY

1. Salaries for Administrators for the 1989-90 school year shall be based upon the present evaluation instrument in the contract for 1987-89.
2. The merit salary formula for 1989-90 shall be as follows:

7%	Satisfactory
9.5%	Very good
11.0%	Superior
3. All salary increases shall take effect on July 1 of the contract year.

HANOVER TOWNSHIP ADMINISTRATORS
Salary 1989-90

Gary Murphy	\$56,393.00
Christine Kline	57,909.00
William Stefancik	57,553.00
Harvey Altman	67,257.00
Patricia Parnow	72,005.00
Paul Visioli	62,000.00 (new principal July 1, 1989)
Vito D'Alconzo	62,000.00 (new principal July 1, 1989)

Salary 1990-91

The salaries for the 1990-91 contract year will be determined by applying the following merit ranges of the administrative new evaluation report of July 1, 1989 for the 1989-90 contract year in the following manner:

SUMMARY EVALUATION SCALE

Unsatisfactory	0-24
Minimal	25-49
Satisfactory	50-74
Very Good	75-89
Superior	90-100

The evaluation points will be determined as follows:

1.1% = 10 points of salary percentage increase i.e.....

Satisfactory	5.5 - 8.14%
Very Good	8.25 - 9.79%
Superior	9.9 - 11.0%

Salary 1991-92

The salaries for the 1991-1992 contract year will be determined by applying the straight point conversion of evaluation points of the administrator evaluation report.

i.e.....

50 points	= 5.0% increase
75 points	= 7.5% increase
90 points	= 9.0% increase

ARTICLE IX**MISCELLANEOUS PROVISIONS****A. Payroll Deductions**

1. Administrators may elect to participate in all or part of any voluntary payroll deduction plans as may be established.
2. The Board shall ensure that all deductions are promptly remitted to the appropriate agency according to the established remittance schedule in the name of the administrator.

B. Pay Schedule

When a pay day falls on or during a school holiday, or weekend, administrators shall receive their pay checks on the last previous workday.

C. Administrative Vacancies

A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Association at least five (5) work days before the final date when applications must be submitted.

D. Payment of Dues - Professional Organizations

The Board of Education shall provide for the payment of annual dues, upon application, for each principal, vice principal, and supervisors to the following organizations:

1. Morris County Association of Elementary and Middle School Principals
2. N.J. Principals and Supervisors' Association
3. National Association of Elementary School Principals
4. Association of Supervision and Curriculum Development

E. Conference Budget

The Board shall commit funds to be used for professional development and educational improvement for administrators and supervisors with the approval of the Superintendent. Principals and Supervisors shall submit a request to the Superintendent for attendance at conferences. The expenditures for conferences shall not exceed \$1,250.00 per administrator per a contract year.

- F. The Board of Education shall provide, upon the date each administrator attains tenure in the district, tuition reimbursement with a limit of \$1,200.00 per school year. Courses of study to meet with the approval of the Superintendent.
- G. The Board of Education shall provide, upon the date each administrator attains tenure in the district, funds for a Washington National Insurance Policy not to exceed \$300.00 per year per administrator.

ARTICLE X

MANAGEMENT TEAM COMMUNICATIONS

At least once a year, all members of the management team, to include the Board of Education, Superintendent, Business Administrator/Board Secretary, and all Administrators, shall meet for the purpose of maintaining close communications on matters relating to the operation of the Hanover Township Public School System. Meetings shall take place at a mutually agreed time. Agendas shall be formulated and exchanged by both parties prior to such meetings.

By common consent, additional meetings may be held as necessary.

ARTICLE XI

BOARD AUTHORITY AND RESPONSIBILITY

- A. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education the Board is forbidden to waive any rights or powers granted it by law.
- C. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District, and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE XII

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

Hanover Township Administrators Association

By *Henry L. Altma* President

By *P. Sparrow* Secretary

Date 6/28/89

Hanover Township Board of Education

By *J. Alchard* President

By *Julia A. Storing* Secretary

Date 6/28/89